ill at once, and publicly denounced his restaurant. Public policy, at the basis of our pure food laws, is probably the most potent factor in this liability of food manufacturers. *Mazetti* v. *Armour & Co., supra.* The principal case was before the court, on demurrer, in *Ketterer* v. *Armour & Co.,* 200 Fed. 322. At that time it was held that there would be a liability if the defendant were negligent. The instant decision determines, on the merits, that there was no negligence. *Cf. Race* v. *Krum* (N. Y.), 118 N. E. 853, 16 MICH. L. REV. 555.

INJUNCTION—NEGATIVE COVENANT—"REFUSAL."—S. having composed a book entitled "The Great War," contracted with the complainant for its publication. The contract declared that S. assigned to complainant the work, that the complainant should have the first refusal of any continuation thereof, and that S. should receive payment on a royalty basis. *Held,* that the provision in the contract that complainant should have the refusal of any continuation of the history had to be treated as an option, and could not be construed as amounting to a negative covenant, warranting the issuance of an injunction restraining S. from writing for any other publisher, on the theory that his services were unique and extraordinary. *Kennerley* v. *Simonds,* (D. C., 1918), 247 Fed. 822.

Whether the negative covenant be express or implied in a contract for personal services, equity will never interfere to restrain, by injunction, a violation of such a covenant, unless the services contracted for are especially unique and extrordinary. *Strobridge Lithographing Co.* v. *Crane,* 12 N. Y. Supp. 898; *Hammerstein* v. *Mann,* 122 N. Y. Supp. 276; *Rogers Mfg. Co.* v. *Rogers,* 58 Conn. 356. In the instant case, therefore, when the court, having *assumed* that the contract in question was one for personal services, found that the services contracted for by the parties were not so especially unique and extraordinary as to warrant an interference, by injunction, to restrain a violation of a negative covenant, it could have stopped, without going into the question whether, there being no express negative stipulation, there was an implied one. But the court seems to have gone wrong from the very beginning, since it assumed that the contract in the principal case was a contract for personal services. This was not a contract whereby S. agreed to write certain works and give the complainant the refusal thereof; but this was a contract whereby S. agreed that, *in case* he wrote certain works, the complainant should be given the refusal thereof. Such being the nature of the contract, it clearly was not a contract for personal services, but such a one that, S. having written the works, equity could compel performance by requiring him to offer the complainant the refusal of them. The contract was thus similar to any other option contract to buy or sell (or offer for sale), which type of contract equity will enforce, in spite of the fact that the court, in the instant case, intimates the contrary. *Johnston* v. *Trippe,* 33 Fed. 530; *New Eng. Trust Co.* v. *Abbott,* 162 Mass. 148; WATERMAN ON SPECIFIC PERFORMANCE, sec. 200. In this view of the situation, it appears that the complainant was entitled to the relief he sought, on the ground that he had no adequate remedy at law, for an action for

damages for breach of the contract seems clearly inadequate, there being no possible way of ascertaining the extent to which the complainant has been, and will be, damaged. Lack of an adequate remedy at law is ground for equitable relief. *Adderley* v. *Dixon,* 1 S. & S. 607; *Hicks* v. *Turck, 72* Mich. 311; *Corbin* v. *Tracy,* 34 Conn. 325; *Watson* v. *Sutherland,* 5 Wall. 74. On this basis, it would seem, therefore, that the complainant was entitled to equitable relief, unless the contract can be said to have imposed too great a restraint on S.'s occupation as a writer, in which case a court of equity will not grant relief. *Jacoby* v. *Whitmore,* 49 L. T. N. S. 335; *Rakestraw* v. *Lanier,* 104 Ga. 188; *Mandeville* v. *Harman, 42* N. J. Eq. 185; *Turner* v. *Abbott,* 116 Tenn. 718; WILLISTON'S WALD'S POLLOCK ON CONTRACTS, 3rd ed., 362. *Morris* v. *Saxelby,* L. R. (1915) 2 Ch. 57. It is extremely doubtful whether the contract is open to attack on this last ground.

INSURANCE—MARINE—PROXIMATE CAUSE.—Plaintiffs, British merchants, shipped goods on a German ship from Calcutta to Hamburg. The goods were insured with defendants against perils including men of war, enemies, takings at sea, arrests, restraints and detainments of all kings, princes and people. While on the voyage, war was declared and the master put into a neutral port to prevent capture. By English law it became illegal for the plaintiffs to deliver a cargo of jute at Hamburg and by a German edict or order it became illegal for the master to deliver the goods to the plaintiffs. The goods thus became a total loss. *Held,* the proximate cause of the loss is not within the terms of the policy. *Becker Gray & Co.* v. *London Assurance Corporation,* 87 L. J. R. (K. B.) 69.

This case proceeded on the ground that the proximate cause of the loss arose from steps taken by the captain to avoid a peril which had not begun to operate. If a ship be driven by stress of weather on an enemy's coast and there captured, it is a loss by capture and not by perils of the sea. *Green* v. *Elmslie,* 3 R. R. 693. During the Russian and Japanese war a cargo of salt beef was sold in San Francisco because it was anticipated that if the cargo went forward it would be lost by capture. In an action on the insurance policy it was held that the risk of capture had never begun to operate. *Kacianoff* v. *China Traders Ins. Co.* [1914], 3 K. B. 1121. In consequence of the barratrous acts of the master in smuggling, a ship was seized by the Spanish revenue officers. The proximate cause of the loss was held to be, "capture and seizure," and not the barratry of the master so the underwriter was not liable. *Cory* v. *Burr,* 8 A. C. 393. These cases represent the prevailing view in England. There are at least two cases presenting a different view. The captain of a Spanish vessel threw a quantity of dollars overboard to prevent capture by the enemy. This was held to be a loss by enemies and the insurance company was liable. *Butler* v. *Wildman,* 3 B & Ald. 398. In *British and Foreign Marine Ins. Co.* v. *Sanday,* 1 A. C. 650 [1916], British vessels loaded with goods belonging to British merchants were on a voyage from Argentine to Hamburg. The vessels were directed, in one case by a French cruiser and in the other case by the ship owners at the suggestion of the Admiralty, to proceed to British ports, which they